

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

UNITED STATES OF AMERICA,
Plaintiff,

v.

REAL PROPERTY COMMONLY
KNOWN AS 28221 - 15TH AVENUE
SOUTH, FEDERAL WAY,
WASHINGTON, ET AL.,
Defendant.

NO. CV06-1600-RBL

**STIPULATED SETTLEMENT
AGREEMENT**

**AND ORDER APPROVING
SETTLEMENT AGREEMENT**

IT IS HEREBY STIPULATED by and between Plaintiff, United States of America, and claimants Mattie Lock and Annie Daniels, by and through their respective attorneys ("the parties"), to compromise and settle, through this Settlement Agreement, the claims of interest of Mattie Lock and Annie Daniels in this action to the following properties:

- A. Real property commonly known as 28221 - 15th Avenue South, Federal Way, Washington, King County Parcel #025130-0320, together with its buildings, improvements, appurtenances, fixtures, attachments, and easements;
- B. Real property commonly known as 33021 49th Avenue Southwest, Federal Way, Washington, King County Parcel #802952-0020, together with its buildings,

improvements, appurtenances, fixtures, attachments, and easements;

- C. Real property commonly known as 26503 187th Avenue Southeast, Covington, Washington, King County Parcel #865144-1670, together with its buildings, improvements, appurtenances, fixtures, attachments, and easements.

This stipulated Settlement Agreement is entered into between the parties pursuant to the following terms:

1. On November 3, 2006, the United States filed a Verified Complaint for Forfeiture *in rem* (Dkt #1) against the above listed real properties, and against personal property not at issue in this Settlement Agreement, and filed an Amended Verified Complaint for Forfeiture *in rem* against the same on December 18, 2006 (Dkt #9).
2. On or about February 8, 2007, Mattie B. Lock filed a Claim of Interest (Dkt #28) to the defendant real property located at 26503 187th Avenue Southeast, Covington, Washington (property "C").
3. On or about January 10, 2008, Annie Daniels filed a Claim of Interest (Dkt #58) to all three of the above listed defendant real properties (properties "A", "B", and "C").
4. The parties to this Settlement Agreement hereby stipulate that the above listed defendant real properties represent the proceeds of violations of title 21, United States Code, Sections 841(a)(1) and 846, in whole or in part, as alleged in the Verified Complaint and Amended Verified Complaint filed in this action, and therefore are forfeitable to the United States under Title 21, United States Code, Section 881(a)(6). The parties further stipulate that the violations occurred without the knowledge of Claimants Mattie Lock and/or Annie Daniels, and/or upon learning of the violations, Claimants did all that reasonably could be expected to terminate such use of the property.
5. Claimants Mattie Lock and Annie Daniels agree to forever waive, release, and surrender any and all claims to each of the real properties listed as properties "A"

1 and "B" above, located in Federal Way, Washington. Claimants Mattie Lock and
2 Annie Daniels agree not to oppose the forfeiture of either of those properties, and
3 agree not to file any future claims relating to either of those properties. Claimants
4 Mattie Lock and Annie Daniels agree to assign, convey, and surrender any interest
5 they might have in either of those properties, including any security interest, to the
6 United States, and to convey clear title to the United States, via recordable
7 documents.

8 6. The United States agrees to dismiss from this action and to immediately release its
9 Lis Pendens on the real property listed as property "C" above, located in
10 Covington, Washington. The United States agrees to waive any claim to the
11 forfeiture of that property and not to seek forfeiture of that property, on the basis
12 of any the allegations in the Verified Complaint and/or Amended Verified
13 Complaint filed in this action.

14 7. Not later than 120 days after the United States has completed the forfeiture and
15 sale, or other disposition, of the real properties listed as properties "A" and "B"
16 above, located in Federal Way, Washington, the United States will pay to Annie
17 Daniels the sum of \$22,598.72, representing compensation for payments made in
18 good faith by Annie Daniels on the defendant properties. Should the United
19 States, however, recover from the sale of properties "A" and "B", after deducting
20 all costs and expenses associated with those properties, a net sum of less than
21 \$45,197.44, the United States's payment to Annie Daniels will be limited to 50%
22 of the net sum recovered.

23 8. Payment to claimant Annie Daniels is also conditioned upon the United States
24 prevailing against or settling any competing claims, including any claims by any
25 mortgagee/lienholder of properties "A" and "B"; upon the court's entry of a final
26 judgment of forfeiture to the United States; and upon the sale of the defendant
27 properties pursuant to the final judgment.
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- 1 9. Claimant Mattie Lock agrees to pay claimant Annie Daniels the sum of
2 \$52,800.79, to fully settle and discharge a cross-claim by Annie Daniels regarding
3 ownership in property "C". This payment will be made within 180 days of the
4 approval of this Settlement Agreement. Claimants Annie Daniels and Mattie Lock
5 may change the due date of the payment, however, by mutual agreement. In
6 exchange for said payment, claimant Annie Daniels agrees to assign, convey, and
7 surrender any interest she might have in property "C", including any security
8 interest, to Mattie Lock, and to convey clear title to Mattie Lock, via recordable
9 documents.
- 10 10. Claimants Annie Daniels and Mattie Lock agree that this stipulated Settlement
11 Agreement shall constitute full settlement and satisfaction of any and all claims by
12 Annie Daniels and Mattie Lock to the above-described real properties and items of
13 personal property, as against the interests of the United States. Claimants Annie
14 Daniels and Mattie Lock further agree that this stipulated Settlement Agreement
15 shall constitute full settlement and satisfaction of their respective ownership
16 interests and obligations in property "C".
- 17 11. Claimants Annie Daniels and Mattie Lock agree that their respective ownership
18 interests and obligations in property "C", and their conflicts, if any, are issues
19 between themselves, and do not implicate the United States or any other aspect of
20 this Settlement Agreement. Claimants Annie Daniels and Mattie Lock agree that
21 Mattie Lock's agreement to pay \$52,800.79 to Annie Daniels is a fully severable
22 agreement that does not in any way involve or implicate the United States and/or
23 any other aspect of this Settlement Agreement. Annie Daniels and Mattie Lock
24 agree that any dispute between them will not involve the United States and will not
25 void or call into question any other provision of this Settlement Agreement.
- 26 12. Claimants Annie Daniels and Mattie Lock understand and agree that by entering
27 into this Settlement Agreement, each of them waives any rights to litigate or
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1 contest further any interest in defendant properties "A" and "B", including the
2 right to petition for remission or mitigation of their forfeiture. If this Agreement is
3 approved by the Court, Annie Daniels and Mattie Lock shall be excused and
4 relieved from further participation in this action, unless specifically directed by an
5 order of the Court. However, this Settlement Agreement does not relieve Annie
6 Daniels and Mattie Lock of any applicable discovery obligations imposed under the
7 Federal Rules of Civil Procedure.

8 13. Claimants Annie Daniels and Mattie Lock agree to release and hold harmless the
9 United States, the United States Department of Justice, the Drug Enforcement
10 Administration, and any agents, servants, and employees of the United States
11 acting in their individual or official capacities, from any and all claims by Annie
12 Daniels and Mattie Lock and/or their agents, heirs, successors, and assigns, which
13 currently exist or which may arise as a result of the United States' forfeiture action
14 against the defendant real properties.

15 14. Claimants Annie Daniels and Mattie Lock agree to waive any and all claim to
16 attorneys' fees under Title 28, United States Code, Section 2465. Each party to
17 the Settlement Agreement agrees to bear its own costs and attorneys' fees.

18 15. Claimants Annie Daniels and Mattie Lock understand and agree that the United
19 States reserves the right to petition the Court to void the Settlement Agreement if,
20 before the actions it calls for are completed, the United States Attorney's Office
21 obtains new information indicating that either Annie Daniels or Mattie Lock is not
22 an "innocent owner" or "bona fide purchaser" pursuant to the applicable forfeiture
23 statutes. The United States Attorney's Office also reserves the right, in its
24 discretion, to terminate the forfeiture at any time prior to sale and release the
25 defendant property. In either event, the United States shall promptly notify
26 Claimants of such action. A discretionary termination of forfeiture shall not be the
27 basis for any award of fees under Title 28, United States Code, Section 2465.
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1 16. The terms of this Settlement Agreement shall be subject to approval by the United
2 States District Court for the Western District of Washington, and the Court shall
3 retain jurisdiction to enforce those terms.

4 17. This Settlement Agreement may be executed in several counterparts, with a
5 separate signature page for each party. All such counterparts and signature pages,
6 together, shall be deemed to be one document.

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8 STIPULATED TO and EXECUTED this 26th day of November, 2008.

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10 /s/
11 Jeffrey C. Sullivan, United States Attorney
12 Darwin P. Roberts, Assistant United States Attorney
13 Attorneys for Plaintiff, United States of America

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15 STIPULATED TO and EXECUTED this 25th day of November, 2008.

16 /s/
17 Richard Troberman
18 Attorney for Claimants

19
20 STIPULATED TO and EXECUTED this 25th day of November, 2008.

21 /s/
22 Annie Daniels
23 Claimant

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25 STIPULATED TO and EXECUTED this 25th day of November, 2008.

26 /s/
27 Mattie Lock
28 Claimant

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ORDER

Based on the foregoing stipulation between the United States and Claimants Mattie Lock and Annie Daniels, this Stipulated Settlement Agreement is hereby APPROVED.

DATED this 28th day of November, 2008.


RONALD B. LEIGHTON
UNITED STATES DISTRICT JUDGE

PRESENTED BY:

JEFFREY C. SULLIVAN
United States Attorney

s/ Darwin P. Roberts
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